

Dental Plan Description



MAINE STATE EMPLOYEES HEALTH INSURANCE PROGRAM

Department of Administrative and Financial Services

and

THE STATE EMPLOYEE HEALTH COMMISSION

Notice to Buyer: This policy provides dental benefits only.

Northeast Delta Dental

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Note: This Dental Plan Description is intended to be an easy-to-read outline of the benefits of your plan. It is subject to and superseded by the provisions of the Agreement between Delta Dental and your employer.

Please read this booklet in conjunction with the Outline of Benefits provided inside the cover. The Outline of Benefits lists some specific provisions of your group dental plan.

I. Welcome

The Maine State Employees Health Insurance Program and the State Employee Health Commission, in conjunction with Northeast Delta Dental, have prepared this booklet to promote a better understanding of your dental care benefits. This booklet is intended to be an easy-to-read description of your dental care benefits.

Please review this booklet and retain it for your future reference. If you have questions, please contact one of the offices listed below.

Northeast Delta Dental welcomes you to the growing number of people receiving benefits through our Dental Care programs.

This booklet, together with your Outline of Benefits, describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental Plan. But, before you turn the page, we'd like you to know something about us...

Northeast Delta Dental is a not-for-profit organization originally established and supported by Dentists to make Dental Care more available to the general public.

Northeast Delta Dental is affiliated with a national association known as the Delta Dental Plans Association (DDPA) which provides Dental Care programs in all states and U.S. territories.

A substantial majority of Dentists in Maine, New Hampshire, and Vermont participate with Northeast Delta Dental through Participating Dentist Agreements. In addition, there is a nationwide network of Participating Dentists available to you.

You are encouraged to take advantage of your Northeast Delta Dental Plan since good oral health is an important part of your overall general health. You are also encouraged to obtain your Dental Care from a Participating Dentist to get the best value from your program.

General Information

Eligibility and Enrollment, Payroll Deductions
Maine State Employees Health Insurance Program
#114 State House Station
220 Capitol Street
Augusta, ME 04333-0114
(207) 287-6780 or 1-800-422-4503 (toll free)
TTY users dial Maine relay 711

Claims Questions

Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
(603) 223-1234 or 1-800-832-5700 (toll free)

II. Definitions

1. **Agreement:** the contract between your group and Delta Dental to provide dental benefits to Eligible Persons, including this document, the contract application, and the Outline of Benefits.
2. **Co-Payment:** the amount of the Dental Care cost which you are required to pay.
3. **Contract Holder:** the group named in the contract application.
4. **Contract Year:** the time period specified in the Outline of Benefits.
5. **Coverage:** the Dental Care referred to in the Agreement.
6. **Covered Benefits:** the classifications of Dental Care referred to in the Agreement and any attached appendices which are to be rendered to Eligible Persons and the Dental Benefits Summary (see Section VI, beginning on page 8) in this Dental Plan Description.
7. **Coverage Period:** the Contract Year for Benefits as defined above.
8. **DDPA (Delta Dental Plans Association):** the association which is made up of all of the Delta Dental Plans and affiliated organizations operating in the United States and its territories.
9. **Dental Care:** dental services ordinarily provided by licensed Dentists for diagnosis or treatment of dental disease, injury, or abnormality based on valid dental need in accordance with accepted standards of dental practice at the time the service is rendered.

10. **Dental Plan Description (DPD):** this document. This Dental Plan Description is part of the Agreement which provides the terms and conditions under which Delta Dental shall administer your dental benefit program.
11. **Dentist:** is a person duly licensed to practice dentistry in the state in which the Dental Care is provided.
12. **Denturist:** a person licensed by the State of Maine to practice denturism in Maine. The practice of denturism includes:
- (a) The taking of denture impressions and bite registration for the purpose of or with a view to the making, producing, reproducing, construction, finishing, supplying, altering or repairing of a complete upper or complete lower prosthetic denture, or both, to be fitted to an edentulous arch or arches;
 - (b) The fitting of a complete upper or lower prosthetic denture, or both, to an edentulous arch or arches, including the making, producing, reproducing, constructing, finishing, supplying, altering and repairing of dentures; and
 - (c) The procedures incidental to the procedures specified in paragraphs A and B, as defined by the Board of Dental Examiners.

For the purpose of paying claims, licensed Denturists will be treated as Non-Participating providers. Claims submitted by a licensed Denturist must be accompanied by a copy of a certificate of good oral health that has been issued for the patient by a licensed Dentist. A copy of the Denturist's license must be filed with Delta Dental Plan of Maine before claims can be processed.

13. **Dependent:**
- (a) the spouse to whom the Subscriber is legally married ; and/or
 - (b) A Domestic Partner of an Eligible Employee. (A Domestic Partner Affidavit must be completed and all conditions on the Affidavit must be met.)
 - (c) a child of the Subscriber or of the spouse or Domestic Partner of the Subscriber, by natural birth or legal adoption or a child in the process of adoption or guardianship, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, provided such child is under the age of twenty-six (26).

Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health-care provider may be requested.

A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first sixty (60) days following birth or the child may be enrolled at any open enrollment thereafter or within the first sixty (60) days following its second birthday. The child will become effective on the first day of the month following the month of enrollment.

14. **Domestic Partner:** the same sex or opposite sex partner of the subscriber (and their dependents) who:
- (a) is a mentally competent adult as is the subscriber;
 - (b) has been legally domiciled with the subscriber for at least twelve (12) months;
 - (c) is not legally married to or legally separated from another individual;
 - (d) is the sole partner of the subscriber and expects to remain so; and
 - (e) is jointly responsible with the subscriber for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.
15. **Eligible Dependents:** those Dependents who meet the eligibility requirements of the Agreement and are enrolled by Subscribers in the group's benefit program.
16. **Eligible Employee:** All persons who render service on an employer/employee relationship, are certified as being eligible by the Contract Holder, receive compensation from the Contract Holder, and are members of the group specified in the Agreement.
17. **Eligible Persons:** the Subscriber and Dependent(s) (as defined herein).

18. **Maximum:** the dollar amount Northeast Delta Dental will pay within any Coverage Period for Covered Benefits. All benefits paid, including benefits for Diagnostic and Preventive services, are counted toward an Eligible Person's Coverage Period Maximum. However, orthodontic payments count only toward the orthodontic Maximum.
19. **Non-Participating Provider:** a Dentist who has not signed a Participating Dentist Agreement with Northeast Delta Dental or another Delta Dental company.
20. **Northeast Delta Dental:** the Delta Dental Plans in Maine, New Hampshire, and Vermont, collectively known as Northeast Delta Dental.
21. **Open Enrollment Period:** the time during which an Eligible Employee may change enrollment of Eligible Dependents.
22. **Other Dental Providers (ODP):** A person, other than a Dentist, who provides dental services and is authorized and licensed to provide such services by the state in which the services are rendered.
23. **Outline of Benefits ("OOB"):** the insert to this booklet that describes some of the particular provisions of your dental benefits.
24. **Participating Dentist:** a Dentist whose fees are filed with and/or accepted by Northeast Delta Dental, and has signed a participating agreement. A Participating Dentist agrees to abide by such uniform rules and regulations as are from time to time prescribed by Northeast Delta Dental. A Dentist who has signed a participating agreement with a Delta Dental company in another state is also a Participating Dentist. Under the State of Maine Employees PPO program, Northeast Delta Dental's reimbursement to Participating Dentists is based on the State of Maine Employees PPO fee schedule which may be less than the Participant's filed fees.
25. **PPO Network Dentist:** is a Dentist who is a Participating Dentist (as defined below) who has signed a supplement agreement agreeing to reimbursement under the State of Maine Employees PPO fee schedule, in addition to the Participating Dentist Agreement.
26. **Predetermination:** is an administrative procedure by which the Dentist submits the treatment plan to Northeast Delta Dental in advance of performing dental services. Northeast Delta Dental recommends that you ask your Dentist to request a Predetermination of proposed services that are considered to be other than brief or routine. A Predetermination provides an estimate of what Northeast Delta Dental will pay for the services which helps avoid confusion and misunderstanding between you and your Dentist.
27. **Provider:** is a Dentist, Denturist or Other Dental Provider.
28. **Processing Policies:** policies approved by Northeast Delta Dental, as may be amended from time to time, to be used in processing treatment plans for Predetermination and claims for payment. Processing Policies are approved by the Contract Holder by signing the contract application. Most frequently used Processing Policies are contained in the terms, conditions and limitations described in this DPD.
29. **Subscriber:** any person who:
 - (a) renders service to the Contract Holder as a paid employee, and
 - (b) is certified by the Contract Holder as a member of the group specified in the application, and
 - (c) enrolls in the group's dental benefit program.

III. State of Maine: Your Dental Care Coverage

Types of Coverage:

You may choose to provide benefits for yourself only or for yourself and all Eligible Dependents. The following variations are available:

Individual: coverage for the Employee only.

Two Person:* coverage for the Employee with one Dependent.

Family: coverage for the Employee with a spouse and one or more Dependents; or coverage for the Employee with two or more Dependents.

*If enrolling Dependents, an Eligible Employee must enroll all Dependents. Newborn children may be enrolled on the first day of the month up to sixty (60) days following the date of birth. . See page 3 for definitions of “Eligible Dependents.”

Effective Date

A new employee’s coverage becomes effective on the first of the month following the completion of one month of employment.

Enrollment

You must complete an application for dental insurance when completing other employment forms. Consult with your Payroll/Personnel office when you are first hired to discuss enrollment. You must enroll yourself and any Eligible Dependents within the first sixty (60) days of your employment. If you do not wish to include your dependents, you may only add dependents during an Open Enrollment Period, unless one of the conditions described in the Change of Status section apply.

Change of Status

The Eligible Employee shall notify Delta Dental through the Maine State Employees Health Insurance Office of any event causing a change in the status of an Eligible Person. Events that can affect status include, but are not limited to, marriage, birth, dependents reaching the age limit, death, divorce, and entrance into military service. A list of life events may be obtained from the Maine State Employees Health Insurance Program. (See page 2 for full contact information.)

Marriage. If you marry while you are enrolled as an active employee under the State’s Plan and wish to include your new spouse under your coverage, you must add your spouse within 60 days of marriage. Coverage will become effective on the first of the month following receipt of the application.

New Dependents. If enrolling Dependents, an Eligible Employee must enroll all Dependents. A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the newborn child is formally enrolled within the first sixty (60) days following the date of birth. If not enrolled during the first sixty (60) days after its birth, the child may be enrolled during any open enrollment following the first sixty (60) days or within the first sixty (60) days following its second birthday. The child’s coverage will become effective on the first day of the month following the month of enrollment. See page 3 for definition of “Eligible Dependents.”

Loss of other Dental Coverage

You may choose not to enroll your spouse and any Eligible Dependents in the State’s dental plan because they are covered by a group dental plan through your spouse’s employer. If your spouse loses the ability to continue coverage due to a layoff, termination of employment, etc., you may provide benefits for all Dependents who had coverage through the other group plan. The application must be completed within 60 days of the end of your spouse’s coverage. Failure to complete the application will result in a delay in coverage until the next Open Enrollment Period.

Seasonal Employees

A seasonal employee may continue under the plan on a direct bill basis by paying the entire premium for the pay periods the employee is not in pay status. If you do not keep your premium payment current, coverage will be cancelled and reapplication can only be made upon your return to work or during an Open Enrollment Period. New seasonal employees must enroll themselves and any Eligible Dependents within 60 days of their original dates of hire.

Leave of Absence

An employee on a leave of absence may continue under the plan on a direct bill basis by paying the entire premium for the pay periods the employee is not in pay status. If you do not keep your premium payment current, coverage will be cancelled and reapplication can only be made upon your return to work or during an Open Enrollment Period.

IV. How To File A Claim

To Use Your Plan Follow These Steps:

1. Please read this Dental Plan Description carefully to familiarize yourself with the benefits and provisions of your dental plan.
2. You are assured of receiving maximum benefits under this dental plan if you visit a PPO Network Dentist (refer to your State of Maine Employees PPO Dentist directory at www.nedelta.com).

When you visit your dental office, inform them that you are covered under a Northeast Delta Dental program and show your identification card. Your Dentist will perform an evaluation, plan the course of treatment and, when the treatment has been completed, the claim form will be sent to Northeast Delta Dental for payment.

3. You or someone in the dental office must fill in the information portion of the claim form. Please be sure information is complete and accurate to ensure prompt and correct payment of your claim.
4. Subject to the provisions contained in the Agreement and to such uniform requirements as are deemed appropriate by Delta Dental's Board of Directors, Northeast Delta Dental agrees to make payments for Dental Care in the following manner:
 - (a) For Covered Benefits provided by a PPO Network Dentist to Subscribers or Eligible Dependents, Northeast Delta Dental will pay to such PPO Network Dentist the applicable selected Co-payment for PPO Network Dentists, as specified in the Dental Benefits Summary (see Section V, beginning on page 8) of the lesser of (1) the PPO Network Dentist's submitted fee; (2) the PPO Network Dentist's filed and approved fee for the service provided (or Delta Dental's maximum allowance, if there is no filed and approved fee or if the Participating Dentist's filed and approved fees fall outside of Northeast Delta Dental's composite weighted payment system), or (3) the amount listed on the State of Maine Employees PPO fee schedule. Such payment, together with the Subscriber's Co-payment, shall discharge in full the claim of a PPO Network Dentist for the Dental Care provided.
 - (b) For Covered Benefits provided by a Participating Dentist who is not a PPO Network Dentist to Subscribers or Eligible Dependents, Northeast Delta Dental will pay to such Participating Dentist the applicable Selected Co-payment for out of network Participating Dentists, as specified in the Dental Benefits Summary, of the lesser of (1) the Participating Dentist's submitted fee; (2) the Participating Dentist's filed and approved fees for the Benefits provided (or Delta Dental's maximum allowance, if there is no filed and approved fee or if the Participating Dentist's filed and approved fees fall outside of Northeast Delta Dental's Composite Weighted payment system); or (3) the amount listed on the State of Maine Employees PPO fee schedule. Such payment, together with the Subscriber's Co-payment and payment of any other out of pocket expense, shall discharge in full the claim of such a Participating Dentist for the Dental Care provided.

- (c) For Covered Benefits provided to Subscribers or Eligible Dependents by a Non-Participating Provider located within the geographic area of Northeast Delta Dental, Northeast Delta Dental will pay directly to the Subscriber the applicable Co-payment for the Non-Participating Providers, as specified in the Dental Benefits Summary, of the lesser of the Provider's submitted fee or the amount listed on the State of Maine Employees PPO fee schedule. The Subscriber shall be responsible for paying the Non-Participating Provider both the payment received by the Subscriber from Northeast Delta Dental and also any portion of the Non-Participating Provider's fee which is not discharged by such payment from Northeast Delta Dental.
- (d) For Covered Benefits provided to Subscribers or Eligible Dependents by a Provider located outside the Northeast Delta Dental geographic areas, Northeast Delta Dental will pay directly to the Provider, the applicable Co-payment for the out of network Participating Dentist, as specified in the Dental Benefits Summary, based on the lesser of the Provider's submitted fee or the amount listed on the State of Maine Employees PPO fee schedule. The Subscriber shall be responsible for paying the Provider both any payment received by the Subscriber from Northeast Delta Dental and also any portion of the Provider's fee which is not discharged by such payment from Northeast Delta Dental.

Predetermination of Benefits:

Prior to rendering any services subject to Predetermination, your Dentist should send the claim form and diagnostic aids to Northeast Delta Dental. This procedure informs both you and your Dentist of Covered Benefits, Northeast Delta Dental's financial obligation under the term of your Agreement, and your financial obligation. Northeast Delta Dental's and your financial obligation may be subject to change if, after the date of Predetermination, but before the predetermined services were completed, you have additional services performed, lose eligibility, or the Contract Holder changes the benefit design of your program. Payment will be based on eligibility and the benefits which existed when the service was rendered.

If the amount of services set aside for Predetermination causes you to reach your Contract Year Maximum, no payment can be made for any additional treatment until Northeast Delta Dental is instructed to cancel the Predetermination or a new Contract Year begins. Because this Predetermination procedure requires only a minimal amount of time, it normally does not interfere with scheduling your appointments. You and your Dentist should review this Predetermination before proceeding with treatment.

NOTE: If you have any questions about your plan, please contact the Maine State Employees Health Insurance Program or Northeast Delta Dental, PO Box 2002, Concord, NH 03302-2002, 1-800-832-5700. All correspondence with Northeast Delta Dental should include your group name and number, your Social Security number and your telephone number.

V. Classes of Benefits

Important - Eligible Persons shall be entitled to ONLY those Covered Benefits listed in the Dental Benefits Summary (see Section VI, beginning on page 8).

	PPO Network Dentist		Out of Network Participating Dentist		Non-Participating Provider	
Coverage A	100%		100%		90%	
Coverage B	90%	} of State of Maine Em- ployees fee schedule	80%	} of State of Maine Em- ployees fee schedule	70%	} of State of Maine Em- ployees fee schedule
Coverage C	60%		50%		40%	
Calendar Year Maximum	\$1,200		\$1,000		\$900	
Coverage D	60%		50%		40%	
Life Maximum Coverage D	\$1,500		\$1,200		\$900	

Please refer to Section IV, No.4 for a description of how payments are determined or call Customer Service at 1-800-832-5700

VI. Dental Benefits Summary

Coverage A Benefits

- Diagnostic:** Evaluation and radiographic images to determine required dental treatment
Limited oral evaluation
Oral evaluation: once in any period of six (6) consecutive months. This can be a comprehensive or periodic evaluation provided by a specialist or a general Dentist.
Radiographic Images: Complete series or panoramic image once in any period of three (3) consecutive years, bitewing images once in any period of twelve (12) consecutive months, images of individual teeth as necessary.
- Preventive:** Specific procedures employed to prevent the occurrence of dental disease
Cleaning (prophylaxis): once in any period of six (6) consecutive months (child prophylaxis through age twelve (12); adult prophylaxis thereafter). This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance (Coverage B).
Fluoride treatment- once in any period of twelve (12) consecutive months through age eighteen (18).
Space Maintainers
Sealants

NOTE: The time limitation will be measured from the date the service was last performed.

Coverage A Exclusions and Limitations:

1. A panoramic image, with or without accompanying bitewings, is considered the same as a complete series and is paid as such.
2. Sealant benefit limitation:
 - (a) Sealant benefit is provided only to Eligible Dependents fourteen (14) years of age or younger.
 - (b) Sealant benefit includes the application of sealants to caries-free (no decay) and restoration-free permanent molars.
 - (c) Sealant benefit is provided no more than once in a three (3) year period per tooth.
3. A limited oral evaluation, when done in conjunction with a procedure (other than radiographic images) on the same visit is considered a part of, and included in the fee for, the procedure. A Delta Dental Participating Dentist agrees not to charge a separate fee.
4. Payment for additional periapical radiographs within a thirty-day (30-day) period of a complete series or panoramic image, unless there is evidence of trauma, is subject to consultants' review. A Delta Dental Participating Dentist agrees not to charge a separate fee.
5. The replacement or repair of space maintainers and orthodontic appliances is not a covered benefit.
6. Space maintainers are a Covered Benefit for Eligible Dependents fifteen (15) years of age or younger when a space is being maintained for an erupting permanent tooth.
7. A prophylaxis, a full mouth debridement, or periodontal maintenance is essentially a duplication of services when provided on the same day of treatment as periodontal scaling and root planning. Payment is made accordingly and a Delta Dental Participating Dentist agrees not to charge a separate fee.

Coverage B Benefits

Restorative:	Amalgam restorations (silver fillings) Resin restorations (white fillings) are optional for posterior teeth (See #3 below)
Oral Surgery:	Complex Extractions and covered surgical procedures.
Periodontics:	Treatment of diseased tissue supporting the teeth and periodontal maintenance. Cleaning (prophylaxis) once in any period of six (6) consecutive months. This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance (Coverage B).
Endodontics:	Pulpal therapy, apicoectomies, retrograde fillings, and root canal therapy.
Denture Repair:	Repair of removable denture to its original condition.
Crown Repair:	Repair of crown to its original condition.
Palliative Treatment:	Minor treatment for the relief of pain.
Anesthesia:	General anesthesia or intravenous sedation, when administered in conjunction with an extraction, tooth reimplantation, surgical exposure of tooth, biopsy, transseptal fibrotomy, alveoloplasty, vestibuloplasty, incision and drainage of an abscess, frenulectomy and/or frenuloplasty.

NOTE: The time limitation will be measured from the date the service was last performed.

Coverage B Exclusions and Limitations:

1. Periodontal scaling and root planing, when provided on the same day of treatment as a prophylaxis, full mouth debridement, or periodontal maintenance procedures, is essentially a duplication of services. Payment is made accordingly and a Delta Dental Participating Dentist agrees not to charge a separate fee.
2. Tooth preparation, bases, copings, sedative fillings, impressions, and local anesthesia, or other services which are part of the complete dental procedure, are considered components of and included in the fee for a complete procedure. A Delta Dental Participating Dentist agrees not to charge a separate fee.
3. Resin restorations in posterior teeth (white fillings in bicuspids and molars) are optional. If performed, the patient is responsible for any additional fee. An allowance will be paid equal to an amalgam (silver) restoration.
4. Payment is made for one (1) restoration in each tooth surface irrespective of the number of combinations of restorations placed. A Delta Dental Participating Dentist agrees not to charge a separate fee.
5. Routine post-operative visits are considered part of, and included in the fee for, the total procedure. A Delta Dental Participating Dentist agrees not to charge a separate fee.
6. Periodontal scaling and root planing is a Covered Benefit once in any period of twelve (12) consecutive months per quadrant.
7. Exploratory surgical services are not a Covered Benefit. Patient is financially responsible.
8. An adjustment will be made for two (2) or more restoration surfaces which are normally joined together. A Delta Dental Participating Dentist agrees not to charge a separate fee.
9. The replacement or repair of space maintainers and orthodontic appliances is not a covered benefit.

10. Gingival curettage is a Covered Benefit once in any period of twelve (12) consecutive months per quadrant.
11. Root canal therapy on a tooth is a benefit once in any period of three (3) consecutive years.
12. Periodontal services are not a Covered Benefit when done for crown lengthening.
13. An indirect pulp cap, when rendered at the same time as the final restoration, is considered a base and is not a benefit when billed as a separate procedure in conjunction with the final restoration. A Delta Dental Participating Dentist agrees not to charge a separate fee.
14. Recementation of a crown or inlay is a benefit once in any period of twelve (12) consecutive months.
15. Anterior deciduous root canal therapy is not a covered benefit.
16. Gingivectomy, gingival flap procedure, osseous surgery, bone replacement graft, or soft tissue graft procedure is a benefit once in any period of three (3) consecutive years.

Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.

Coverage C Benefits

Prosthodontics: Crowns and onlays when a tooth cannot be adequately restored with amalgam or resin restorations; removable and fixed partial dentures; complete dentures, including rebase and relines of such prosthetic appliances; core buildups; cast and prefabricated post and cores; and fixed partial denture repairs.

NOTE: The time limitation will be measured from the date the service was last performed.

Coverage C Exclusions and Limitations:

1. Porcelain crowns, porcelain fused to metal, full cast metal or resin fused to metal-type crowns are not benefits for Eligible Dependents under the age of twelve (12).
2. Tissue conditioning is not a Covered Benefit.
3. Prosthodontics (Coverage C) benefit limitations:
 - (a) One (1) complete maxillary (upper) and one (1) complete mandibular (lower) denture in any period of seven (7) consecutive years.
 - (b) One (1) complete maxillary (upper) denture rebase and one (1) complete mandibular (lower) denture rebase in any period of seven (7) consecutive years.
 - (c) A removable or fixed partial denture in any period of seven (7) consecutive years unless the loss of additional teeth requires the construction of a new appliance.
 - (d) Crowns, onlays, core buildups, and post and cores are a benefit once per tooth in any period of seven (7) consecutive years.
 - (e) The period of seven (7) consecutive years referred to in (a), (b), (c) and (d) above is to be measured from the date the service was last performed.
4. Removable or fixed partial dentures are not Covered Benefits for patients under the age of twelve (12).
5. If abutment teeth have moved to partially close an edentulous area, only the number of pontics necessary to fill that area are Covered Benefits. Patient will be responsible for any additional fee.
6. Recementation of a fixed partial denture is a benefit once in any period of twelve (12) consecutive months.
7. The relining of a denture is a benefit once in any period of three (3) consecutive years.

Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.

Coverage D Benefits

Orthodontics: Necessary treatment and procedures required for the correction of malposed (crooked) teeth for Eligible Dependent children and adults.

NOTE: The time limitation will be measured from the date the service was last performed.

Coverage D Exclusions and Limitations:

1. Orthodontic benefit limitations:
 - (a) Orthodontic benefits are provided for all Eligible Persons.
 - (b) For treatment commenced while a patient is eligible for Orthodontic benefits, Delta Dental will initiate payment of its liability up to the Orthodontic Maximum once bands or orthodontic devices are placed.
 - (c) Northeast Delta Dental's payment for orthodontic benefits shall be limited to the lifetime Maximum per patient specified in the Outline of Benefits. Northeast Delta Dental will make one (1) payment at the start of treatment followed by monthly payments throughout the length of treatment up to a maximum of twenty-four (24) months for its total liability.
2. Northeast Delta Dental's payment for Orthodontic benefits shall be limited to the lifetime Maximum per patient.
3. Banding must take place for Northeast Delta Dental to make payment on diagnostic records. If banding does not take place, Northeast Delta Dental has no liability beyond its share of the allowable fee, or table allowance, for procedure D0150-comprehensive oral evaluation.
4. The replacement or repair of space maintainers and Orthodontic appliances is not a covered benefit.

Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.

VII. General Exclusions and Limitations

1. The dental benefits provided by Northeast Delta Dental shall not include the following:

- (a) Services for injuries or conditions compensable under Worker's Compensation or employers liability laws.
- (b) Services that are determined by Northeast Delta Dental to be rendered for cosmetic reasons, such as bleaching or whitening of teeth, placement of veneers, correction of congenital malformations, or cosmetic surgery. (This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.)
- (c) Services including, but not limited to, endodontics and prosthodontics (including restorative crowns and onlays) started prior to the date the Subscriber or Eligible Dependent became eligible under the Agreement.
- (d) Prescription drugs, premedications, and/or relative analgesia, or the application of anti-microbial agents.
- (e) Charges for (i) hospitalization; (ii) general anesthesia or intravenous sedation for restorative dentistry (except as noted in the Dental Benefits Summary); (iii) preventive control programs; (iv) periodontal splinting; (v) myofunctional therapy; (vi) treatment of temporomandibular joint(TMJ) dysfunction and related diagnostic procedures; (vii) equilibration, and gnathological reporting.
- (f) Charges for failure to keep a scheduled visit with the Provider.
- (g) Charges for completion of forms are not a benefit nor shall a charge be made to a Subscriber or Dependent by Participating Providers.
- (h) Dental Care which is not necessary and customary, as determined by generally accepted dental practice standards.
- (i) Dental Care or supplies which are not within the classification of benefits defined in the Agreement.
- (j) Appliances, procedures or restorations for: (i) increasing vertical dimension; (ii) analyzing, altering, restoring or maintaining occlusion; (iii) replacing tooth structure lost by attrition or abrasion; (iv) correcting congenital or developmental malformations; or (v) esthetic purposes.
- (k) Payments of benefits incurred by the Subscriber and/or Dependent(s) on the date on which the Subscriber becomes ineligible for benefits.
- (l) Charges for Dental Care or supplies for which no charge would have been made in the absence of dental benefits.
- (m) Charges for Dental Care or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
- (n) Temporary services or incomplete treatment.
- (o) A consultation is not a Covered Benefit unless performed by a practitioner who is not performing further services.
- (p) Case presentation and treatment planning are not covered benefits. Patient will be responsible for any additional fee.
- (q) Athletic mouthguards and occlusal guards (nightguards).
- (r) Pulp vitality tests.
- (s) Those services and benefits excluded by Northeast Delta Dental's Processing Policies.

2. The dental benefits provided by Northeast Delta Dental shall be limited as follows:

- (a) Dental care rendered by anyone other than a Dentist shall not be a benefit, except that scaling or cleaning of teeth and topical application of fluoride and such other treatment performed by a licensed dental hygienist shall be a benefit, so long as either:
 - (i) the treatment is rendered under the supervision and guidance of a dentist, in accordance with generally accepted dental practice standards; or
 - (ii) the treatment is rendered by an independent practice dental hygienist within the lawful scope of practice of that independent practice dental hygienist.
- (b) Optional Dental Care: In all cases in which the Subscriber or Eligible Dependent selects more expensive Dental Care than is customarily provided, Northeast Delta Dental will pay the selected Co-payment for the Dental Care which is customarily provided to restore the tooth to contour and function. The Subscriber or Eligible Dependent shall be responsible for the remainder of the Dentist's fee.
- (c) Predetermination does not guarantee payment. Payment is based upon eligibility, benefits selected by the group, and allowable charges at the time the Dental Care is rendered. If Coordination of Benefits is involved, the amount of payment may change dramatically depending on the payment made by the primary carrier.
- (d) Services completed or in progress at the Subscriber's or Eligible Dependent's date of death will be paid in full to the limit of Northeast Delta Dental's liability.
- (e) When services for Dental Care in progress are interrupted and completed thereafter by another Provider, Northeast Delta Dental will review the claim to determine the payment, if any, due each Provider.
- (f) Maximum Payment:
 - (i) The Maximum amount payable in any Benefit Period, or any portion thereof, shall be limited to the amount specified in section V, Classes of Benefits. In no instance will the total amount paid for all Dentists exceed the maximum allowance for the In Network Dentist.
 - (ii) Delta Dental's payment for Coverage D (Orthodontics) will be limited to one lifetime Maximum per Eligible person as specified under Section V, Classes of Benefits.
- (g) Specialized techniques including, but not limited to, precision attachments; overdentures and procedures associated therewith; and personalizations or characterization are excluded. Patient will be responsible for part of or the entire fee for these services.
- (h) Diagnostic casts (study models) and/or photographs are not a covered benefit by Northeast Delta Dental unless done for orthodontic purposes. The charge for such services should be included in the total case fee.
- (i) Benefits are paid for amalgam (silver) or resin (white) restorations for the treatment of caries. Resin (white) restorations of posterior teeth are not a covered benefit unless elected by the Contract Holder. (See your Outline of Benefits for selected coverages.) If a resin restoration is performed, an allowance of the cost of an amalgam restoration will be paid towards the resin restoration and the patient will be responsible for payment of the balance. If a tooth can be restored with amalgam or resin, use of gold, an onlay or a crown is at the option of the patient and the patient will be responsible for any additional cost.
- (j) A claim (or satisfactory written proof acceptable to Northeast Delta Dental) must be furnished to Northeast Delta Dental at its principal office within twenty-four (24) months from the date the Dentist provided Dental Care. No payment will be made on claims with dates of service in excess of the twenty-four (24) month limitation except for a demonstrated reason preventing submission within the twenty-four (24) month period.

- (k) The Date of Incurred Liability refers to the date a service is subject to the applicable Co-payment percentage, Maximum benefit, and limitations. The total cost of the service is applied to the Coverage Period during which the service is incurred, irrespective of the Coverage Period in which the service is completed.

Northeast Delta Dental's date of incurred liability for multiple visit procedures is as follows:

- (i) Restorative Crowns - The Total cost for crowns and onlays shall be incurred on the date that the tooth is prepared.
 - (ii) Fixed Partial Dentures (abutment crowns and pontics) - The total cost for fixed partial dentures shall be incurred on the date that the teeth are prepared to receive said appliance.
 - (iii) Removable Complete and Partial Dentures - The total cost for removable complete and partial dentures shall be incurred on the date that the final impressions are taken for said appliance.
 - (iv) Endodontics - The total cost for endodontic treatment shall be incurred when the pulp chamber of the tooth is opened.
 - (v) Implant Prosthetics — Total cost for the prosthetic portion of an implant shall be incurred on the date the final impression is taken for said appliance.
 - (vi) Implant Prosthetics - The total cost for the prosthetic portion of an implant shall be incurred on the date the final impression is taken for said appliance.
 - (vii) Orthodontics - The total cost for orthodontic treatment shall be incurred on the date the initial bands, or segment thereof, or a device, is placed in the patient's mouth.
- (l) No action may be brought to recover a claim under this policy prior to the expiration of sixty (60) days after the claim has been filed or the claim review and appeal process, described in Articles IX, X and XI herein, has been completed. In no event shall any action be brought on a claim more than two (2) years after the completed claim has been filed.

VIII. Coordination of Benefits

The Coordination of Benefits provision is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given service. In the event that any Eligible Person is entitled to benefits under any other health care program, the following Coordination of Benefits provision shall determine the sequence and extent of payment. Other health care programs may include any other sponsored plan or group insurance plan.

When an Eligible Person is covered under another health care program, the following rules shall be followed to establish the order of determining liability.

1. When only one plan has a Coordination of Benefits provision, the plan without such provision shall determine its benefits first.
2. The plan covering an Eligible Person solely as a Subscriber shall determine its benefits before the plan which covers the Eligible Person solely as a Dependent.
3. The plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs earlier in a calendar year shall determine its benefits before the plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs later in a calendar year ("Birthday Rule"). A parent's year of birth is not relevant. If both parents have the same birthdate (month and day) the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time. If the other health care program does not use the Birthday Rule, then that plan's provisions will determine the order of liability.
4. If paragraphs 2 and 3 above do not establish an order of benefit determination, the benefits of the plan which has covered the Eligible Person for the longer period of time shall be determined first.
5. The order of payment for the claims of a Dependent child of divorced or legally separated parents will be as follows:
 - (a) the plan of the parent with custody;

- (b) the plan of the spouse of the parent with custody (step-parent);
- (c) the plan of the parent without custody;
- (d) if the parents have joint legal custody, paragraph 3 above will apply.

However, when the parents are separated or divorced and there is a court decree which establishes financial responsibility with respect to the child, the benefits of the plan which cover the child as a Dependent of the parent with financial responsibility shall be determined before the benefits of any other plan which covers the child as a Dependent.

6. When Northeast Delta Dental is the first to determine its benefits under the foregoing, benefits hereunder shall be paid without regard to Coverage under any other plan. When Northeast Delta Dental is not the first to determine its benefits and there are remaining expenses of the type allowable, Northeast Delta Dental will pay only the amount by which its benefits exceed the amount of benefits payable under the other plan up to the amount Northeast Delta Dental would have paid without regard to the payment by the other plan or the amount of such remaining expenses, whichever is less. In other words, the combined payment of both plans will not exceed the total cost of the service.
 - (a) Northeast Delta Dental may use reasonable efforts to determine the existence of other benefit programs but shall be under no obligation to do so.
 - (b) The Eligible Person is required to furnish Northeast Delta Dental with information relative to any other health care program in order to determine liability. The payment of benefits under the Agreement shall be affected by the benefits that would be payable under any and all other plans only to the extent that Delta Dental is furnished with information relative to such other plans by the employer or employee of any other insurance company or other organization or person.
7. For the purposes of determining the applicability and implementing the terms of this provision in the Agreement, Northeast Delta Dental may release or obtain from any third party, without consent or notice, any information which it deems to be necessary to determine its liability. Northeast Delta Dental shall be free from any liability that might arise in relation to such action.
8. Multiple Coverage: When benefits are coordinated with another Northeast Delta Dental plan, or any other plan providing dental benefits, time limitations and frequency of service limitations will not change. Coverages for services for which a specified number are provided per a specified time period shall not be added together to provide more than the number of services specified per time period under this plan. For example, if each plan covers one prophylaxis (cleaning) in a six month period, the combined Coverages will still only cover one prophylaxis in any six month period. If such a service is covered under this plan, but has been paid for, whether in full or part, by another plan, such service will still be counted toward the maximum number of such services allowed per period under this plan.
9. Right of Recovery: Northeast Delta Dental has the right to recover from the payee excess benefit payments.
10. Subrogation: In the event of any payments for Dental Care under this Agreement, Northeast Delta Dental shall be subrogated to all the Subscriber's or Eligible Dependent's right of recovery thereof against any third person or organization who may be liable for such payment. The Subscriber or Eligible Dependents shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. Such subrogation shall be on a just and equitable basis and not on the basis of a priority lien.

IX. General Claims Inquiry

After a claim is submitted by your Dentist and processed by Northeast Delta Dental, you will be sent an Explanation of Benefits form. This notice will explain the benefits that were paid on your behalf, let you know if any services are denied, and give you the reason(s) for the denial.

If you have any questions regarding your benefits, you may call Northeast Delta Dental for an explanation at 603-223-1234. The toll-free number is 1-800-832-5700. You will be connected directly to our Customer Service Department.

The Customer Service Representative will need to know the claim number that is located on your Explanation of Benefits form or, if that information is not available, the Subscriber's identification number. This will enable a quick response to your inquiry.

X. Disputed Claims Procedure

After you have followed the General Claims Inquiry procedure and have reason to believe your benefit determination was not in accordance with the Agreement between Northeast Delta Dental and your group, you have the option of using Northeast Delta Dental's Disputed Claims Procedure. This may be requested within six (6) months of the issuing of Northeast Delta Dental's original Explanation of Benefits. It is recommended that your written request for a review of your claim be personally delivered or mailed certified mail, return receipt requested, to the Vice President, Professional Relations, Northeast Delta Dental, One Delta Drive, PO Box 2002, Concord, New Hampshire, 03302-2002 but you may also submit your request by standard mail.

Your request for a review of your claim should refer to the claim(s) in question, state your name and address, and the reasons you think the denial should be evaluated, and provide any additional materials you wish to present.

The Vice President, Professional Relations, or his designee, may request additional documents as necessary to make such a review and will promptly review your claim. If the claim is wholly or partially denied, you will be furnished with a notice of the decision within thirty (30) days after receipt of the disputed claim. The written notice will include:

1. the specific reason(s) for denial, and
2. the specific reference to the provision upon which the denial is based.

If your request for review results in an additional payment, it will be made within fifteen (15) working days of the Vice President, Professional Relations' response.

If you do not receive notice within the thirty day (30-day) period, the claim is considered denied in order that you may proceed to the Disputed Claims Review Procedure.

If you have any problem securing a review of your claim, contact your group for assistance.

XI. Disputed Claims Review Procedure

The Disputed Claims Review Procedure allows you to request a review from Northeast Delta Dental's Disputed Claims Review Committee after receipt of written notification of the Vice President, Professional Relations' denial of your claim. The Review Committee is composed of Participating Dentists, non-Dentist members of the Board of Directors, and representatives of group purchasers/groups.

You or your duly authorized representative may appeal to the Review Committee by filing a request for review before the final appeal date set forth in the Vice President, Professional Relations' notice denying the claim, or, if no date is given, within six (6) months of the notice. It is recommended that your written request be sent certified mail, return receipt requested, to the Review Committee at the Northeast Delta Dental address noted previously, but you may also submit your request by standard mail. It must state specifically the reasons for requesting a review. It should contain issues, comments, and supporting materials stating why you believe the Northeast Delta Dental Vice President, Professional Relations' response was incorrect. Not later than thirty (30) days after receipt of your request, the Review Committee will render its written decision, including specific reasons for the decision.

In addition, or as an alternative to the written request procedure, you may request a hearing from the Review Committee to consider matters raised in your appeal. At the hearing, you are entitled to representation by legal counsel or other duly authorized representatives, to request the presence of a stenographer to transcribe the hearing, to present evidence, to request the testimony of witnesses and to cross-examine witnesses. You or your representative may review the Agreement and related pertinent documents. The hearing will be scheduled with prompt written notice to you not later than thirty (30) days after your request. A decision will be rendered not later than thirty (30) days after the hearing. The decision of the Review Committee will be in writing and will include specific reasons for the decision.

XII. Termination

Benefit entitlement may be automatically terminated:

1. On the last day of the month for which the group has failed to make a required payment and appropriate notice has been issued.
2. On the day on which the Subscriber becomes ineligible for Benefits.

Under certain circumstances, state or federal law may require that benefits be continued for terminated Employees, surviving spouses and Dependents of Covered Employees, divorced spouses and children of current employees, and children who no longer meet dependent guidelines.

CONTINUATION COVERAGE

1. Former subscribers and Eligible Dependents whose Benefits have been terminated, for any reason, will have no right to convert to an individual plan or coverage with Northeast Delta Dental. The Benefits provided are group benefits and are not convertible to individual plans or coverages.
2. A former Subscriber and/or his/her Eligible Dependents may be eligible for continuation of benefits under applicable federal or state law, depending upon various qualifying events. If the former subscriber and/or Eligible Dependents elect to continue benefits in accordance with applicable federal and/or state law, the group providing the benefits will be responsible to collect the applicable dues from the electing former subscriber and/or Eligible Dependents.

These events include: (1) death of the Subscriber; (2) termination of the Subscriber's employment (other than for gross misconduct); (3) divorce from the Subscriber; (4) a Dependent child's ceasing to be a Dependent.

It is your responsibility to notify the Maine State Employees Health Insurance Program when: (1) You become divorced from the Subscriber; and/or; (2) you cease to be a Dependent of the Subscriber.

In any event, your coverage under the contract, including any continued group coverage under federal law, will end if any of the following events occur: (1) the group no longer provides any dental insurance to any of its employees; (2) Northeast Delta Dental does not receive your dental premium payment; (3) you become a covered employee under another group dental plan; (4) you remarry and become covered under another group dental plan.

XIII. General Conditions

Change of Status:

The Subscriber shall notify his or her employer of any event causing a change in life status of an Eligible Person. Events that can affect status include, but are not limited to, marriage, birth, death, divorce, and adoption. A list of the events may be obtained from the Maine State Employees Health Insurance Program. (See page 2 for full contact information.)

Assignment:

Benefits of Eligible Persons are personal and cannot be transferred.

Right of Recovery:

Northeast Delta Dental will succeed to the Eligible Person's right of recovery against any third person or organization which may be liable. The Eligible Person will authorize Northeast Delta Dental to do whatever is necessary to secure such rights.

Doctor-Patient Relationship:

The Eligible Person has the freedom to choose any Provider. Providers rendering service under the Agreement are independent contractors and will maintain the traditional doctor-patient relationship. The Provider will be solely responsible to the patient for dental advice and treatment and any resulting liability.

Loss of Eligibility During Treatment:

If an Eligible Dependent loses eligibility while receiving dental treatment, only services of Covered Benefits received while eligible will be considered for payment.

XIV. Questions & Answers

1. May I Choose Any Dentist or Denturist/ODP?

Yes. You are free to choose any Dentist or Denturist/ODP. It is not necessary for you to notify either the Health Insurance Office or Northeast Delta Dental of your choice of a Dentist, Denturist/ODP. If you or a family member choose a Network Dentist, you will receive the maximum benefits from your dental plan.

2. Will Northeast Delta Dental Make Payment Directly to the Dentist or Will I Receive Payment?

If the Dentist is participating, Northeast Delta Dental will make payment directly to the Participating Dentist. If the Dentist is not a Participating Dentist, or if you obtain services from a Denturist or ODP, then payment for Covered Benefits will be made directly to you. Payment may be made directly to a Non-Participating Dentist, Denturist or ODP if you sign an assignment of your benefits to the Non-Participating Provider.

3. What Difference Does It Make if I go to a PPO Network Dentist, Participating Dentist or a Non-Participating Provider?

Apart from any applicable Co-payments or non-covered services, State of Maine Employees PPO Network Dentists will be reimbursed based on a percentage of the submitted (Dentist's invoice amount on claim form) fees up to the State of Maine Employees PPO maximum allowance, State of Maine Employees PPO Network Dentists cannot charge the patient the difference, if any, between the submitted fee and Northeast Delta Dental's approved amount. State of Maine Employees PPO Network Dentists will receive payment directly from Northeast Delta Dental.

A Participating Dentist who elects not to join the State of Maine Employees PPO Network will be reimbursed based on the applicable percentage of the submitted fees not to exceed the State of Maine Employees PPO fee schedule. However, the patient will be responsible for the difference, if any, between Delta Dental's allowed amount and the Dentist's submitted fee, which cannot exceed the approved fee the Dentist has on file with Delta Dental. Payment will be made directly to the Dentist.

If a Dentist is not a member of the State of Maine Employees PPO Network or Delta Dental's traditional network, reimbursement will be based on the applicable percentage of the amount submitted, not to exceed the State of Maine Employees PPO fee schedule with a reduced Contract Year Maximum. Payment will be made to the Subscriber and the patient is responsible for the balance of the Dentist's, Denturist's or ODP's submitted fee. There is no protection from balance billing when utilizing a Non-Participating Provider, therefore, payment at the time treatment is rendered may be required from the patient.

4. How Much of the Dental Bill Do I Pay?

See the Dental Benefits Summary (Section V, beginning on page 8) for coverage. You will note that the Co-payments and Maximums are determined by the status of the Dentist you are using. You may also request a Predetermination of Benefits.

5. Can a Dentist Who Participates With Delta Dental But Not in the State of Maine Employees PPO Bill Up Front for Any Portion of his or her Dental Fees?

State of Maine Employees PPO Network Dentists, Participating and Non-Participating Providers can require that you pay your portion of the dental charge (any portion of the approved fee that is not covered by Northeast Delta Dental.) Non-Participating Providers and Providers outside the geographic area of Northeast Delta Dental (ME, NH, VT) are free to bill up front for the entire charge.

6. Am I Covered for All Dental Services?

The Covered Benefits are described in this Dental Plan Description. They are governed by the Exclusions, Limitations, and Northeast Delta Dental's Processing Policies. PLEASE READ THEM CAREFULLY.

7. What if my Spouse is Covered by Another Dental Plan?

Dual Coverage may entitle the Subscriber to as much as (but not more than) 100% of the Provider's charges for Covered Benefits. It is important to notify your Provider of any dual coverage so that the proper claim filing procedures may be followed.

XV. Provisions Required By Law

Before approving a claim, Northeast Delta Dental will be entitled to receive, to such extent as may be lawful, from any attending or examining Provider, or from hospitals in which a Provider's care is provided, such information and records relating to attendance to, or examination of, or treatment provided to, an Eligible Person as may be required to administer the claim, or that an Eligible Person be examined by a dental consultant retained by Northeast Delta Dental, in or near his community or residence. Northeast Delta Dental shall in every case hold such information and records confidential.

Northeast Delta Dental will give any Dentist or Eligible Person, on request, a standard Attending Dentist's Statement to make a claim for Benefits. To make a claim, the form must be completed and signed by the Dentist who performed the services and by the Eligible Person (or the parent or guardian if the patient is a minor) and be submitted to Northeast Delta Dental. If the form is not furnished by Northeast Delta Dental within 15 days after requested by a Dentist or an Eligible Person, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to Northeast Delta Dental, within the time established in said paragraph for filing proofs of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Affirmative proof of loss must be furnished to Northeast Delta Dental at its office within 90 days after termination of care for which Benefits are payable hereunder. Failure to furnish proof of loss within that time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof of loss within such time and that such proof of loss was furnished as soon as was reasonably possible.

Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

No action at law or in equity shall be brought to recover on the Contract prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of the Contract, nor shall an action be brought at all unless brought within two years from expiration of the time within which proof of loss is required by the Contract.

Cognitive Impairment or Functional Incapacity – Notice of Rights:

Under Maine law, a person having a mental or nervous disorder with a demonstrable organic origin causing significant cognitive impairment or functional incapacity, including, but not limited, to Pick's Disease, Parkinson's Disease, Huntington's Chorea or Alzheimer's Disease and related dementias (a "Cognitive Impairment or Functional Incapacity") has certain rights with respect to his or her coverage under this dental benefits plan. Those include the right:

- (a) to designate a third party to receive notice of cancellation of this dental benefits plan;
- (b) to change the designated third party upon written request sent or given to Delta Dental;
- (c) to reinstatement of this dental benefits plan if the coverage was cancelled due to non-payment of premium or other default.

Within ten (10) days of a request by an insured, Northeast Delta Dental will mail or cause to be personally delivered a Third Party Notice Request Form. In the event that coverage under this dental benefits plan is to be terminated, Northeast Delta Dental shall provide, in addition to any other notice to the insured required by law, a notice of the pending cancellation to any third party properly designated by a covered person having a Cognitive Impairment or Functional Incapacity. Such notice shall contain all information required by law and shall be at least twenty-one (21) days prior to the expiration of the applicable payment grace period.

If a request for reinstatement of coverage is denied, notice of denial shall be provided to the subscriber, to any third party properly designated, and to the person making the request, if different. The notice of denial shall include notification of a thirty (30) day period following the receipt of the notice during which a hearing before the Superintendent may be requested.

XVI. Statement of ERISA Rights

The following statement is applicable to those dental plans subject to the provisions of the Employees Retirement Income Security Act of 1974 (ERISA):

Your Rights: As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

Receive Information About Your Plan and Benefits: Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employees Benefits Security Administration.

Obtain, on written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report.

COBRA and HIPAA Rights: Continue dental coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review the summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries: In addition to creating rights for plan participants ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Enforce Your Rights: If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions: If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employees Benefits Security Agency, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employees Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

XVII. Exceptional Service Is Our Guarantee

Northeast Delta Dental is committed to providing exceptional service to all of our customers. In fact, we have established the region's first comprehensive guarantee program called ***Guarantee Of Service ExcellenceSM***

As a Subscriber, you are very important to us. To emphasize our commitment, we guarantee our service in the following seven major areas.

- Smooth implementation to Northeast Delta Dental
- Exceptional customer service
- Quick processing of claims
- No inappropriate billing by Participating Dentists
- Accurate and quick turnaround of identifications cards
- Timely employee booklets
- Marketing service contacts

For example, if a Dentist charges for more than the appropriate Co-payments at the time of service, it's important that we hear from you so that we can resolve it quickly. If you call us with an inquiry, we promise to answer your question immediately or contact you to update our progress within 24 hours. Accurate ID cards and employee booklets will be mailed, generally to your employer, within 15 days of receiving a request, and we're committed to processing 90% of each group's yearly claims within 15 days.

Quality performance has always been an essential component of customer satisfaction. When an area is identified where we did not fulfill our promise, your feedback enables us to enhance our process and, therefore, serve you better. If you are not satisfied with our service, please let us know.

If you would like further information about this program, please call us at 603-223-1234.

Customer Service
603-223-1234
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1-800-332-5905

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